



NATIONAL CONSUMER COMMISSION

TERMS OF REFERENCE

REF NO: NCCQ23

The National Consumer Commission invites interested service providers to submit quotations for thirty-five (35) laptops, 35 x laptop bags (standard backpacks), 35 x USB wired mouse, and the Next Business Day onsite warranty for all 35 laptops

1. PURPOSE

To request quotations for thirty-five (35) laptops, 35 x laptop bags (standard backpacks), 35 x USB wired mouse, and the Next Business Day onsite warranty for all 35 laptops.

2. BACKGROUND

The National Consumer Commission (NCC), herein referred to as the Commission, is a juristic person established as an organ of state within the public administration but as an institution outside the public service in terms of section 85 of the Consumer Protection Act; No 68 of 2008 ("Act"). The NCC has been operational since 1 April 2011. The main objective of the NCC is to, amongst other things, promote and advance the social and economic welfare of consumers in South Africa by: -

- Establishing a legal framework for the achievement of a consumer market that is fair, accessible, efficient, sustainable, and responsible;
- Reducing and ameliorating any disadvantages experienced by vulnerable consumers in accessing goods or services;
- Promoting fair business practices & protecting consumers from improper conduct;
- Improving consumer awareness and encouraging choice;
- Promoting consumer confidence and empowerment.
- Providing a consistent, accessible, and efficient system of consensual resolution of disputes; and
- Providing for an accessible, consistent, harmonized, effective, and efficient system of redress for consumers.
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3. SCOPE OF WORK:

Supply and deliver thirty-five (35) laptops, 35 x laptop bags (standard backpacks), 35 x USB wired mouse, 35 x USB to Ethernet Adapters and the Next Business Day onsite warranty for all 35 laptops

3.1. MANDATORY REQUIREMENTS.

- Proof of Original Equipment Manufacturer (OEM) Reseller Accreditation for the brand that quoted (OEM letter or proof of certification with the details of the company that is quoting will suffice)
- Contact details (email address & and contact numbers) of a person or service desk to be contacted when there is a problem with the laptops after delivery.

Business / professional user laptop

Item	Description
Processor	Generation G12 Processor, Intel® Core™ i5-1235U Processor (12M Cache, up to 4.4 GHz)
Memory (RAM)	8GB DDR4-3200 (1x8GB) - 2 SLOT / MAX 32GB
Disk Storage	512GB PCIe NVMe Value (SSD)
Display, Graphics & Camera	<ul style="list-style-type: none"> • 15.6" FHD UWVA eDP anti-glare, Intel® UHD • narrow bezel bent for HD TNR camera and WWAN (1920 x 1080)
Wireless Connectivity	<ul style="list-style-type: none"> • Intel® AX211 Wi-Fi 6E + Bluetooth® 5.3 Combo
Ports/Connectors	At least the following connectors must be available: <ul style="list-style-type: none"> • Intel® AX211 Wi-Fi 6E + Bluetooth® 5.3 Combo • 1 x HDMI 2.1, (1) USB Type-C (10Gbps), (3) USB 3.2 Gen1 • 1 x Headphone / Microphone Combo Jack • 1 x USB Type-C • 2 x USB 3.2 Gen1 (minimum) • 1 x R-J45 • TPM2.0 embedded security chip
Operating System	<ul style="list-style-type: none"> • Win 11 Pro x64
Warranty	<ul style="list-style-type: none"> • 3 Years Warranty – OEM Next Business Day (NBD) on-site
Bags	<ul style="list-style-type: none"> • Standard backpack per laptop
Mouse	<ul style="list-style-type: none"> • USB, 2 buttons, and scroll wheel. • Black colour • 1000DPI
Adapters	<ul style="list-style-type: none"> • LAN Series USB 3.0 to Gigabit LAN Network Adaptor • Converts USB port to a network • Support high speed gigabit network

4. EVALUATION CRITERIA

4.1. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

4.2. Price Evaluation (80 Points)

Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

The

following formula will be used to calculate the points for price:

Where:

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

Stage 2 – BBBEE Evaluation (20 Points)

a. BBBEE Points allocation

A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2

Non-compliant contributor	0
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B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

b. Joint Ventures, Consortiums and Trusts

- i. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- ii. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- iii. Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **National Consumer Commission** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- iv. The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

5. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a. The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which National Consumer Commission is prepared to enter into a contract with the successful Bidder(s).
- b. The bidder submitting the General Conditions of Contract to National Consumer Commission together with its bid, duly signed by an authorised representative of the bidder.

6. CONDITIONS OF CONTRACT

The NCC reserves the right to refuse the lowest quote and elements outlined in the evaluation criteria above, will play a major role when evaluating the requested proposals. Similarly, the NCC is not bound to select any of the entities or individuals submitting proposals.

7. CONFIDENTIALITY

All reports will after submission to the NCC become the property of the NCC. Such reports will be confidential and may not be shared with any third party.

8. SUBMISSION OF QUOTATIONS AND CLOSING DATE AND TIME

Quotations must be sent via the following email: quotations@thencc.org.za by **02 June 2025 @ 11am.**

7. ENQUIRIES

For SCM enquiries:

Name: Mapula Moropene

Contact: 012 065 1994

Email: m.moropene@thencc.org.za

For Technical enquiries

Name: Jacob Mulaudzi

Contact: 012 065 1947

Email: j.mulaudzi@thencc.org.za